

## VISKASE COMPANIES, INC. TERMS AND CONDITIONS OF SALE

*These Terms and Conditions of Sale govern sales made by Viskase Companies, Inc. to its Buyers. These Terms and Conditions of Sale are effective on the date of the Acknowledgement provided to Buyer. Any and all goods or services provided by Viskase to Buyer shall be governed by these Terms and Conditions of Sale, unless Viskase and Buyer have mutually entered into a definitive contract for the goods or services covered by an Acknowledgement, in which event the terms and conditions of such definitive contract shall prevail over any conflicting provisions in these Terms and Conditions of Sale. Viskase may provide alternate or supplemental Terms and Conditions to a Buyer with its Acknowledgement. In those cases, any additional terms or terms that conflict with these Terms and Conditions of Sale that are provided in the alternate or supplemental Terms and Conditions shall control. Any additional terms or terms incorporated in any purchase order or other document delivered by Buyer that conflict with these Terms and Conditions of Sale or with any Viskase-provided alternate or supplemental Terms and Conditions of Sale are rejected and shall not be binding on Viskase.*

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**1. GENERAL.** These Terms and Conditions of Sale ("T&Cs") apply to the purchase of products by Buyer ("Buyer") from Viskase Companies, Inc. ("Viskase") and the sale of products from Viskase to Buyer. The Buyer is identified in any accompanying quotation, credit application, proposal, order acknowledgement, or invoice ("Sales Confirmation"). Buyer accepts these T&Cs by signing and returning Viskase's quotation, by sending a purchase order in response to the quotation, by instructing Viskase to ship the product, or by accepting product from Viskase. Any additional or different terms incorporated in any purchase order or other document delivered by Buyer are rejected and shall not be binding on Viskase. The beginning of performance or shipment of all or any product ordered by Buyer shall be solely under Viskase's T&Cs and shall in no event constitute acceptance of any terms other than its own, if not previously agreed to in writing by Viskase.

**2. ACKNOWLEDGMENTS.** No order is binding upon Viskase until Viskase accepts such order on its official acknowledgment form, in writing, by facsimile, or by email.

**3. PRICE AND TERMS.** Prices and terms specified under these T&Cs are subject to change without notice, until a product order is accepted. Prices on accepted orders are firm. Viskase's prices, payment terms, and delivery terms on the shipment date shall govern the sale of the product in the shipment. In addition to the purchase price, Buyer shall pay Viskase the amount of all government taxes, excises, and/or other charges (except taxes on or measured by net income) that Viskase may be required to pay with respect to the production, sale, or transportation of any delivered product, except where the law provides otherwise.

**4. PAYMENT.** Payments not made by the due date are subject to late charges of 1.5% per month. Additionally, Buyer shall reimburse Viskase for any costs incurred collecting any past due amounts, including court fees, out-of-pocket expenses, and attorneys' fees.

**5. DELIVERY.** All product will be shipped FOB Viskase's warehouse. Buyer shall be responsible for all costs of freight. Viskase shall attempt to meet any shipment or delivery date specified by Buyer but in no event shall Viskase be responsible or liable for failure to ship or deliver by any particular date.

**6. CANCELLATION AND CHANGE OF ORDER.** No order being produced may be cancelled, have delivery deferred, or have quantities or specifications changed.

**7. RETURNS AND SHORTAGES.** No product may be returned without Viskase's express prior authorization. Requests for returns must be made by Buyer within thirty (30) days after shipment. Under no circumstance will printed or non-standard product be eligible for return. Any returns accepted by Viskase must be in its original condition and in unbroken, undamaged cartons. Viskase's acceptance of delivery of authorized returns shall not constitute a waiver of any of its rights or remedies respecting returned product not meeting the above standards. Proper returns will be credited against future purchases at the full price charged to Buyer, less freight charges both ways, and Viskase's standard restocking and/or repacking charge(s). Any claim by Buyer for shortages must be made within ten (10) days of receipt of product.

**8. SELLER'S LIABILITY.** Viskase warrants that product delivered under the Sales Confirmation and these T&Cs meets Viskase's standard specifications or standards, as the case may be, for the product. Viskase warrants further that such product is adequately contained, packaged, and labeled, and conforms to the promises and affirmations of fact made on the container and label. THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT AS SPECIFICALLY PROVIDED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT AND VISKASE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR OR SPECIFIC PURPOSE.

Buyer's receipt of any product delivered under these T&Cs and Sales Confirmation shall be an unqualified acceptance of and a waiver by Buyer of any and all claims with respect to such product unless Buyer gives Viskase notice of a claim within thirty (30) days after receipt of product. Buyer assumes all risk and liability for the results obtained by the use of any delivered product. IT IS UNDERSTOOD AND AGREED THAT VISKASE'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER WARRANTY OR

OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES SHALL VISKASE BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NO ACTION ARISING UNDER THIS TRANSACTION MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER DELIVERY OF THE PRODUCT.

**9. LICENSES.** The purchase of product from Viskase confers no license, express or implied, to Buyer under any Viskase patents, trademarks, know-how, or other intellectual property.

**10. OVERRUNS AND UNDERRUNS.** Overruns or underruns of fifteen percent (15%) shall constitute proper fulfillment of all orders.

**11. FORCE MAJEURE.** Viskase shall not be liable for its failure to perform if its performance is made impracticable due to acts of God, fires, floods, riots, wars, sabotage, accidents, labor disputes, or shortages of or delays in obtaining transportation facilities, raw products or packaging products, or government laws, orders, ordinances, rules, regulations or requests, whether valid or invalid, and any other similar occurrence, beyond Viskase's reasonable control. Viskase shall have the right to omit during the period of such force majeure occurrence all or any portion of the quantity of product deliverable during such period. The total quantity ordered shall be reduced by the quantity so omitted if, due to any such occurrence, in Viskase's sole opinion, it is impracticable for Viskase to supply the total demands for any product. Viskase shall have the right to allocate its available supply among its customers and for its own needs, as it deems necessary. In no event shall Viskase be obligated to purchase product from others in order to enable it to deliver product to Buyer, notwithstanding that such reduction is substantial and results in the cancellation of this transaction.

**12. SUSPENSION OF CREDIT/SHIPMENT.** If Buyer fails to fulfill Viskase's payment terms under these T&Cs or under any other agreement entered into with Viskase, or if Viskase shall have any doubt at any time as to Buyer's financial responsibility, Viskase may, among its other remedies, terminate its agreement to sell to Buyer or to suspend further product deliveries.

**13. ARTWORK AND PLATES.** All artwork, composition, and printing is done by or for Viskase as the agent of Buyer. Buyer assumes all liability for infringement of copyrights and trademarks, if any, and will defend and hold Viskase harmless from any costs, damages, or expenses, including attorneys' fees, that may result from acting as such agent.

All printing plates, whether original or replacements, remain Viskase's property and Buyer has no right to them even though part or all of the original cost may have been borne by Buyer. If such plates have not been used for three (3) years, Viskase reserves the right to destroy plates without notice to Buyer and without liability. Proposed layout designs require prior approval by Viskase.

**14. GOVERNING LAW.** The validity, interpretation, and performance of this transaction between Buyer and Viskase covering the sale of product to Buyer shall be governed by the law of the State of Illinois, USA.

**15. TITLE AND RISK OF LOSS, DAMAGE, OR DESTRUCTION.** Title to and risk of loss, damage, or destruction of the product shall pass to Buyer upon Viskase's delivery of such product to a carrier or shipment to Buyer.

**16. TYING CHARGES.** All tying charges are for services provided by the Buyer's selected tie service. Any additional freight incurred in connection with tying services shall be borne by Buyer.

**17. MISCELLANEOUS.** These T&Cs and any Sales Confirmation contain the entire agreement between Viskase and Buyer regarding the sale and purchase of product and supersedes any and all agreements or understandings, written or oral, express or implied, relating thereto. These T&Cs may not be modified or altered without Viskase's prior written consent. Any waiver by Viskase of any breach of these T&Cs must be made in writing executed by Viskase, and no such waiver shall be construed as a waiver of any other breach. Any action brought related to the purchase and sale of products hereunder shall be brought in a state or federal court of competent jurisdiction in the State of Illinois, and Buyer hereby consents to the jurisdiction and venue of any such court.